

481

AS ADDITIONAL SECURITY for the performance of each and every obligation hereby secured Mortgagee here-  
by assigns to Mortgagee (with accountability only for sums actually received by it) all rents, royalties, or other income  
due or to become due under any or all leases or rental agreements now or hereafter on or affecting said premises or any  
part thereof, or otherwise due or to become due for the use or occupation thereof or the taking of oil, gas or other  
hydrocarbon substances therefrom, reserving to Mortgagor, however, so long as no default occurs in any such obligation,  
the right to collect and retain such rents, royalties and other income as they become due and payable; and should the  
premises, or any part thereof, be condemned under the power of eminent domain, the damages awarded, to the extent  
of all indebtedness hereby secured, shall be paid to and are by Mortgagor hereby assigned to Mortgagee, which shall  
pay or apply the same in the manner and to the extent herein provided for insurance money.

MORTGAGOR HEREBY COVENANTS AND AGREES WITH MORTGAGEE THAT:

1. Until all indebtedness hereby secured be fully paid, Mortgagor shall before delinquency pay all taxes, assess-  
ments, and charges, general or special, levied or charged against said premises or any part thereof, and deliver to Mort-  
gagee satisfactory evidence of such payment, and Mortgagor shall constantly keep said buildings and improvements in-  
sured in form, amount and company or companies satisfactory to Mortgagee, against loss by fire, windstorm and such  
other hazards as Mortgagee may reasonably require, with customary mortgagee's clauses in favor of Mortgagee, and keep  
the policy or policies therefor deposited with Mortgagee, which may demand, collect and receive any or all money becom-  
ing payable thereunder and at its option apply the same or any part thereof on such item or items of such indebtedness  
as it may determine, whether then due or not, or without affecting the amount hereby secured or any right of Mortgagee  
hereunder, pay the same or any part thereof to Mortgagor or otherwise for the repair or reconstruction of such buildings  
or improvements so damaged or destroyed; and Mortgagor shall keep said premises in good condition and repair and  
free from all liens and claims of every kind which may be prior hereto, and shall commit no waste thereon, and shall obey  
all laws, ordinances and governmental regulations applicable to said premises or the use or occupancy thereof; and  
should Mortgagor fail to fully perform any of his obligations hereunder, then Mortgagee may at its option and without  
affecting its right to foreclose this mortgage for such default, do or cause to be done in effect such acts as Mortgagor was  
so obligated to do, and Mortgagor shall on demand repay to Mortgagee the amount of all costs and expenses thereof so  
paid by Mortgagee with interest thereon at ten per cent per annum from date of such payment by Mortgagee until so  
repaid by Mortgagor.

2. Said Mortgagor, in order more fully to protect the security of this mortgage does hereby covenant and agree  
that, together with and in addition to the payments herein provided, he will pay monthly during the life of this mort-  
gage, to the Mortgagee on the first day of each month, until the said principal amount and interest are fully paid, a sum  
equal to one-twelfth (1/12th) of the known or estimated yearly taxes, assessments and premiums for such insurance as  
may be required. The Mortgagee shall hold such monthly payments, without obligation to pay interest thereon, to pay  
such taxes, assessments and insurance premiums when due. Mortgagor agrees that sufficient funds will be so accumulat-  
ed for the payment of said charges one month prior to the due date thereof and that he will furnish Mortgagee with  
proper statements covering the same 15 days prior to the due dates thereof. In the event of foreclosure of the premises  
herein, or if the Mortgagee should take a deed in lieu of foreclosure, the amount so accumulated will be credited on  
account of the unpaid principal and interest. If the total of the monthly payments as made under this paragraph shall  
exceed the payments actually made by the Mortgagee, such excess shall be credited on subsequent monthly payments of  
the same nature, but if the total of such monthly payments so made under this paragraph shall be insufficient to pay such  
taxes, assessments and insurance premiums when due, then said Mortgagor shall pay the amount necessary to make up  
the deficiency which payments shall be secured by this instrument. To the extent that all the provisions of this paragraph  
shall be relieved of compliance with the covenants contained in paragraph 1 herein as to the amounts paid only, but  
nothing contained in this paragraph shall be construed as in any way limiting the rights of the Mortgagee at its option  
to pay any and all of said items when due.

3. If default be made in payment of any indebtedness evidenced by said note, or any interest thereon, when  
due, or in the faithful performance of any obligation of Mortgagor contained therein, or herein, or in any other instru-  
ment evidencing or securing such indebtedness, then the entire principal of such indebtedness and the accrued interest  
thereon shall at Mortgagee's option become immediately due and payable.

4. In case of default under any obligation hereby secured, this mortgage may be foreclosed and Mortgagee shall  
be entitled to judgment for all sums hereby secured and for costs, including the cost of any title evidence incident to  
such foreclosure, all of which shall be an additional charge against said premises and secured by this mortgage, and to a  
decree for the sale of said premises in satisfaction of such judgment foreclosing each and every right and equity of Mort-  
gagor or any person claiming under him in or to said premises. At any such sale the said premises may be sold as a whole  
or in parcels as Mortgagee may determine, and Mortgagee shall have the right to bid for and purchase same, or any part  
thereof. The proceeds of any such sale shall be paid and applied in the following order: (a) on the costs and expenses  
of such sale or foreclosure proceedings, including cost of title evidence; (b) to Mortgagee on the unpaid principal bal-  
ance of all indebtedness hereby secured, including all sums advanced or expended by Mortgagee hereunder; (c) to  
Mortgagee on all interest due on said indebtedness including such advances and expenditures; and (d) the remainder,  
if any, to the Mortgagor or other person lawfully entitled thereto.

5. Mortgagee may at any time and from time to time without notice and without affecting the personal lia-  
bility of any person for payment of any indebtedness hereby secured or the lien hereof on the remainder of said pre-  
mises, do any or all of the following: (a) release any person liable for any indebtedness hereby secured; (b) release any  
part of said premises from the lien hereof; (c) by agreement with any person obligated on any indebtedness hereby  
secured or having any interest in said premises extend or renew all or any part of said indebtedness.

6. In the event of the passage after the date of this instrument of any law deducting from the value of the land  
for the purpose of taxation any lien thereon, or providing or changing in any way the laws now in force for the taxation  
of mortgages or debts secured thereby, for state or local purposes or the manner of the collection of any such taxes so as  
to affect the interest of the Mortgagee, the whole sum secured by this instrument with interest thereon, at the option of  
the Mortgagee, shall immediately become due, payable and collectible without notice.

7. This mortgage shall also secure additional loans hereafter made by the then holder of the note secured here-  
by to the then owner of the real estate described herein, provided that no such additional loan shall be made if the mak-  
ing thereof would cause the total principal indebtedness secured hereby to exceed the amount of the original principal  
indebtedness stated herein. Each such additional loan shall be evidenced by a note or other evidence of indebtedness  
identifying such additional loan as part of the indebtedness secured hereby, and shall mature not later than the then  
maturity date of the original indebtedness secured hereby. Nothing herein contained shall imply any obligation on the  
part of any holder of said note to make any such additional loan.

8. Mortgagor hereby waives, so far as lawfully may be, each and every benefit under the homestead, exemption,  
redemption, stay or appraisal laws of the State of Kansas. Should this instrument be executed by more than one person  
as Mortgagor, each and every obligation of Mortgagor herein set out shall be joint and several. Each and every pro-  
vision hereof shall bind and inure to the benefit of the parties hereto and their respective assigns and successors in  
interest.